



Department of Energy
Richland Operations Office
P.O. Box 550
Richland, Washington 99352

02-PRO-412

NOV 20 2001

Mr. E. K. Thomson, President
Fluor Hanford, Inc.
Richland, Washington 99352

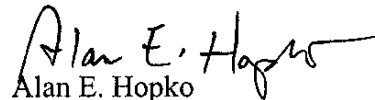
Dear Mr. Thomson:

CONTRACT NO. DE-AC06-96RL13200 – EXECUTED CONTRACT MODIFICATION M146

Enclosed for your files is a fully executed original Contract Modification Number M146.

This Modification incorporates changes to contract sections C and H, and Appendix N, Special Bank Account Agreement. Should you have any questions, please contact me at (509) 376-2031.

Sincerely,


Alan E. Hopko
Contracting Officer

PRO:AEH

Enclosure

cc w/encl:
J. L. Jacobsen, FHI

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE 1 OF 2 PAGES
2. AMENDMENT/MODIFICATION NO. M146		3. EFFECTIVE DATE See Block 16C		4. REQUISITION/PURCHASE REQ. NO.	
5. PROJECT NO. (If applicable)		6. ISSUED BY U.S. Department of Energy Richland Operations Office 825 Jadwin Avenue, MSIN A7-80 Richland, WA 99352		7. ADMINISTERED BY (If other than Item 6)	
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP Code) Fluor Hanford, Inc. 2420 Stevens Center PO Box 1000 Richland, WA 99352		(4)		9A. AMENDMENT OF SOLICITATION NO.	
				9B. DATED (SEE ITEM 11)	
		X		10A. MODIFICATION OF CONTRACT/ORDER NO. DE-AC06-96RL13200	
				10B. DATED (SEE ITEM 13) 08/06/96	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A \$0.00

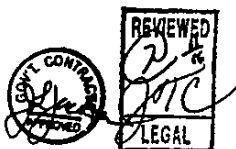
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(4)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: Mutual Agreement
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 2 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

This modification makes the changes listed on page 2.



Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print) E. Keith Thomson President and Chief Executive Officer		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Alan E. Hopko Contract Specialist	
15B. CONTRACTOR/OFFEROR <i>James D. Powell Jr</i> (Signature of person authorized to sign)	15C. DATE SIGNED 11-16-01	16B. UNITED STATES OF AMERICA BY <i>Alan E. Hopko</i> (Signature of Contracting Officer)	16C. DATE SIGNED 11/16/01

1. This modification incorporates changes and corrections in the following replacement pages:

Page C-27 (attached) adds clarifications in Section C.4.7.5 concerning the Safeguard and Security requirements at the Waste Treatment and Immobilization Plant (WTP) construction site.

Page C-35 corrects the name of the waste acceptance criteria in Section C.5.9.4.1 Quality Assurance Program Requirements by changing it from "Nevada Site Waste Acceptance Criteria" to "Hanford Site Waste Acceptance Criteria".

Page C-38 (attached) corrects the reference to the contract's Optional Services clause by changing "Section B" to "Section H".

Page H-13 (attached) corrects the reference in clause H.13 Optional Services by changing "Section C.5" to "Section C.8".

2. This modification also adds Modification Number 1 (attached) to the Special Bank Account Agreement in contract Section J, Appendix N. Modification Number 1 extends the Special Bank Account Agreement through September 30, 2002.

- 2) Develop and implement a business plan that addresses full cost recovery and increased use of props, and propose innovative application of Hanford support costs such that HAMMER is competitive with other training programs.
- 3) Manage, operate and maintain the Law Enforcement and Security Training Center (as an integral part of HAMMER) in such a manner that the Hanford Site's protective force, Hanford Patrol, has first priority in the use of the facilities/ranges to meet mandated training.
- 4) Coordinate and schedule offsite law enforcement and private security entities to utilize excess capacity of the Law Enforcement and Security Training Center as allowed in item 3 above. Develop and implement a business plan for the LESTC consistent with item 2 above.

C.4.7 Safeguards & Security

The Contractor shall:

- 1) Ensure appropriate levels of protection against unauthorized access; theft, diversion, loss of custody of Special Nuclear Material; espionage; loss or theft of classified matter or Government property; and other hostile acts that may cause unacceptable adverse impacts on national security or the health and safety of DOE and contractor employees, the public, or the environment.
- 2) Promptly prepare and submit applications for security clearances as required for work under this contract.
- 3) Deter, prevent, detect, and respond to unauthorized possession, use, or sabotage of Special Nuclear Materials.
- 4) Provide an integrated system of activities, systems, programs, facilities, and policies for the protection of classified information, nuclear materials, and DOE and certain DOE contractor property and personnel as required by the Atomic Energy Act of 1954, as amended, other Federal statutes, Executive orders, and other directives.
- 5) Manage, operate, and integrate all safeguards and security services of the Hanford Site, except PNNL and the Waste Treatment and Immobilization Plant (WTP) construction site. This includes information security, cyber security, and the Hanford Patrol and K-9 teams. Hanford Patrol provides sitewide protective force services, including for Government assets of the PNNL, but excluding the WTP construction site. Once construction of the WTP is complete, Hanford Patrol will provide protective force service for the WTP. The K-9 force may be made available on a non-mission interference basis to local and regional police departments and to school systems in response to threats of violence.

for start-up of new activities will be required to demonstrate readiness to safely start the activity.

C.5.9.3 Occupational Safety

The Contractor shall meet all occupational safety and health requirements (including but not limited to industrial safety, fire protection, construction safety, firearms safety, explosive safety, industrial hygiene, pressure safety and motor vehicle safety) for all site-related operations and conditions.

C.5.9.4 Quality Assurance Program

The Contractor shall perform all work on site in accordance with applicable quality assurance requirements.

C.5.9.4.1 Quality Assurance Program Requirements

- For site activities where transuranic waste will be characterized, packaged, or shipped, the DOE Carlsbad Area Office Quality Assurance Program Document, CAO-94-9-1012 shall apply.
- The Hanford Site Waste Acceptance Criteria shall apply for those activities where Low Level Waste is characterized, certified, packaged or shipped.

C.5.10 Architect Engineer/Construction Management

The Contractor shall provide Architect Engineer (AE) services necessary to accomplish the scope of work. The Contractor shall retain a minimal in-house capability to provide core design services of a recurring nature, to maintain Hanford Site engineering standards and ensure they are integrated with other site contractors, and to provide oversight of subcontracted AE services to ensure they meet Hanford Site and Contractor standards and requirements. The Contractor shall utilize fixed-price contracting for AE services to the maximum extent practicable and consistent with Make-Buy plan.

The Contractor shall provide Construction and Construction Management services necessary to accomplish the scope of work. The Contractor shall retain a minimal in-house capability to maintain Hanford Site construction standards (e.g. hoisting and rigging standards, site excavation safety coordination, construction labor relations, etc.) and ensure they are integrated with other Hanford Site contractors, and to provide oversight of subcontracted Construction and Construction Management services to ensure they meet Hanford Site and Contractor standards and requirements. The Contractor shall utilize fixed-price contracting for Construction and Construction Management services to the maximum extent practicable and consistent with Make-Buy plan.

The Contractor shall provide an independent construction acceptance inspection service within its organization to support Government inspection of construction performed on

(1) Information Technology (IT), identified as the following:

- IT Strategic Planning and Management (Architecture development and management)
- Wireless Systems Technology (pagers, radios, micro-wave, associated transmitting towers and video teleconferencing)
- Cellular System (cellular phones)
- Telephone Switch and Relay Nodes (Integrated Voice Data Telecommunications System)
- Fiber Optics and Twisted Pair Cabling
- Help Desk (data systems [software] assistance center)
- Desktop Services (data systems [hardware] assistance center)
- Data Systems Network (includes servers and related equipment)
- Data Systems Security (software and policy management)
- Data Systems Development (software development and maintenance of all software applications)
- Web Page Development

It is currently anticipated this scope of work will be withdrawn on or around March 31, 2002.

(2) All Contractor 300 Area Scope:

It is currently anticipated that the scope of work (as described in C.3 above) will be withdrawn on or around June 30, 2002.

(3) HAMMER

It is currently anticipated that this scope of work will be withdrawn on or around October 1, 2001.

The Contractor shall cooperate with and assist the government in facilitating the withdrawal of work and in providing a smooth transition to the successor contractors.

Nothing herein is intended to limit DOE's exercise of the Withdrawal of Work clause to the scopes of work identified above, nor is the Withdrawal of Work intended to be limited to the time frames identified above. The above areas and the time frames for Withdrawal of Work are anticipated only and provided for informational purposes.

C.8 POTENTIAL ADDITION OF WORK

It is anticipated that DOE will exercise its rights pursuant to the clause entitled, "Optional Services," contained in Section H of this contract to add to this contract the 200 Area scope of work currently being performed by Bechtel Hanford, Inc. Operation of the Environmental Restoration Disposal Facility (ERDF) is excluded from this scope

practices, and procedures for the flowdown of appropriate requirements of this clause to subcontractors performing work on-site at a DOE-owned or -leased facility. Such subcontracts shall provide for the right to stop work under the conditions described herein.

H.12 SHIPMENT NOTIFICATION

- A. The Contractor and /or Subcontractors shall notify Energy Northwest seven (7) days in advance (1) of any movement of "common" explosives over 1,800 pounds, excluding small arms ammunitions or classified shipments within five (5) miles of Energy Northwest and/or, (2) of any railroad shipment from/to Hanford north of the rail spur to the Fast Flux Test Facility.
- B. For Radioactive Placard Shipments, the Contractor shall notify the State of Oregon Department of Energy, ATTN: Oregon/Hanford Transport Safety Analyst, for any shipment through Oregon.

H.13 OPTIONAL SERVICES

The Government may, at its option and during performance of this contract, unilaterally add any or all of the work scope identified in Section C.8 of this contract currently being performed by, CHG, or Bechtel Hanford Inc. (BHI). An equitable adjustment shall be negotiated for any work appropriately authorized and performed as a result of exercise of any portion of this option.

The addition of such added workscope, if any, shall be subject to the requirements of FAR 52.243.1, Changes - Fixed Price, or FAR 52.243.2, Changes - Cost Reimbursement, depending on contract type.

H.14 WITHDRAWAL OF WORK

- A. The Government may, at its option and during the performance of this contract unilaterally have any of the work contemplated by Section C, Statement of Work, of this contract performed by either another Contractor or to have the work performed by Government employees.
- B. Work may be withdrawn; (1) in order for the Government to conduct pilot programs; (2) if the Contractor's estimated cost of the work is considered unreasonable; (3) for less than satisfactory performance by the Contractor; or (4) for any other reason deemed by the Contracting Officer to be in the best interests of the Government.

FLUOR HANFORD, INC.
CONTRACT NO. 402794-A-C3

MODIFICATION NO. 1

SCHEDULE

I. RECITALS

This is a modification to Contract 402794-A-C3, between the contracting parties between the UNITED STATES OF AMERICA, represented by the Department of Energy (hereinafter referred to as DOE); FLUOR HANFORD, INC, corporation/legal entity existing under the laws of the State of Washington (hereinafter referred to as the Recipient); and U.S. Bank, a banking corporation under the laws of the State of Washington located at Richland, Washington (hereinafter referred to as the Bank).

There is now in full force and effect between the parties a contract (Contract 402794-A-C3), entered into on September 21, 2000.

The parties to this contract desire to modify said contract by extending the contract completion date.

II. COVENANTS

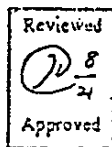
1. COVENANTS, Section 7. shall be deleted and the following substituted therefor:

"This Agreement, with all its provision and covenants, shall be in effect for a term of two years, beginning on the first day of October, 2000 and extending through the thirtieth day of September, 2002, or through the option periods should DOE exercise the options to extend the agreement further in accordance with the provision of (7)(a) below. The exercise of any or all of the option periods is the unilateral right of the DOE.

2. It is understood and agreed that all other terms and conditions of Contract 402794-A-C3 shall remain unchanged.

III. SIGNATURES

By: Donna D. Powell
Title: Vice President
Date: August 23, 2001



LEGAL



By: Gail Herselman
Title: Vice President
Date: October 23, 2001

By: Alan E. Hopko
Title: CONTRACT SPECIALIST
Date: OCTOBER 29, 2001



Department of Energy
Richland Operations Office
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Sincerely,

ORIGINAL SIGNED BY:

Alan E. Hopko
Contracting Officer

PRO:AEH

Enclosure

cc w/encl:
J. L. Jacobsen, FHI

bcc: PRO Off File
PRO Rdg File
CCC Rdg File
Record Note: None
E\Alan\Executed Mod M146

RECEIVED

NOV 20 2001

Office >	PRO	PRO	PRO		
Surname >	HOPKO	SIERACKI	HOPKO		DOE-RL/RLCC
Date >	11/19/01	20 Nov 01	11/20/01		

(Please return to Rosie Garza 6-7736 A7-80/FED FAX 6-5378)

Document No. 32062